

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

INTERNATIONAL REFUGEE
ASSISTANCE PROJECT,

Plaintiff,

- against -

UNITED STATES DEPARTMENT OF
HOMELAND SECURITY; UNITED
STATES DEPARTMENT OF STATE; and
UNITED STATES CITIZENSHIP AND
IMMIGRATION SERVICES,

Defendants.

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #: _____
DATE FILED: 10/31/2023

STIPULATION
AND ORDER

21-CV-9519 (JLC)

WHEREAS, on November 17, 2021, International Refugee Assistance Project (“Plaintiff”) initiated this matter by filing a complaint, Dkt. No. 1 (the “Complaint”), against the U.S. Department of Homeland Security (“DHS”), United States Citizenship and Immigration Services (“USCIS”), and the U.S. Department of State (“State,” with DHS and USCIS, the “Government,” and with IRAP, the “Parties”);

WHEREAS, the Complaint sought to compel USCIS and State to respond to two Freedom of Information Act (“FOIA”) requests;

WHEREAS, the Complaint also challenged, pursuant to the Administrative Procedure Act, 5 U.S.C. § 701 (“APA”), State and DHS’s compliance with 5 U.S.C. § 552(g), which requires the head of each agency to “prepare and make available for public inspection in an electronic format . . . (1) an index of all major information systems of the agency; [and] (2) a description of major information and record locator systems maintained by the agency”;

WHEREAS, on July 27, 2023, the Court so-ordered a settlement agreement, resolving IRAP’s claims in this matter;

WHEREAS, the Parties agree that the only remaining issue is Plaintiff's claim pursuant to 5 U.S.C. § 552(a)(4)(E) for attorney's fees and litigation costs; and

WHEREAS the parties wish to resolve Plaintiff's claim for attorney's fees and litigation costs consensually, without further litigation;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the parties, through their undersigned counsel, as follows:

1. As soon as reasonably practicable after the Court has approved and docketed this Stipulation, the Government shall pay to Plaintiff the sum of sixty thousand dollars (\$60,000.00) for attorneys' fees and costs (the "Settlement Amount"). This payment shall constitute full and final satisfaction of any and all claims by Plaintiff for attorneys' fees and costs in this matter, and is inclusive of any interest. Payment shall be made by electronic funds transfer, and counsel for Plaintiff will provide the necessary information for the Government to effectuate the transfer.

2. Any obligation of the Government to expend funds under this Stipulation is subject to the availability of appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341. This Stipulation shall not be construed to require the Government to obligate or pay funds in contravention of the Anti-Deficiency Act.

3. Upon completion of the payment specified in Paragraph 1, Plaintiff releases and discharges the United States of America, and the United States of America's agencies, departments, officers, employees, servants, and agents from any and all claims and causes of action for attorneys' fees and costs that Plaintiff asserted, or could have asserted, in this litigation.

4. Pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, this action is hereby dismissed with prejudice and without costs or fees other than as provided in paragraph 1

of this Stipulation, provided that the Court shall retain jurisdiction over any issues that might arise relating to the enforcement of this Stipulation.

5. This Stipulation does not constitute an admission of liability or fault on the part of the Government and is entered into by all Parties for the sole purpose of compromising disputed claims and avoiding the expenses and risks of further litigation. This Stipulation is non-precedential with respect to any other proceeding involving any of the Parties, including, but not limited to, any other FOIA action or administrative proceeding, and shall have no effect or bearing on any pending or future request for records under FOIA. This Stipulation shall not be used in any manner to establish liability for fees, amounts, or hourly rates, in any other case or proceeding.

6. This Stipulation contains the entire agreement among the Parties, and no statement, representation, promise, or agreement, oral or otherwise, among the Parties or their counsel that is not included herein shall have any force or effect.

7. This Stipulation may be executed in counterparts. Pdf signatures shall constitute originals.

8. This Stipulation is subject to the approval of the Court. In the event that the Court declines to approve this Stipulation, it shall be null and void, with no force or effect.

Dated: New York, New York
October 30, 2023

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October 30, 2023

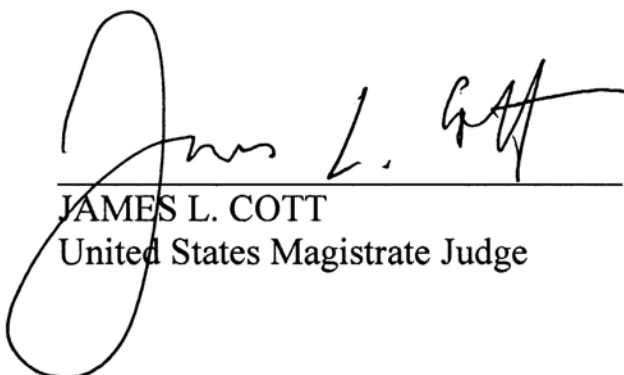
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SO ORDERED:

Dated: New York, New York
October 31, , 2023


JAMES L. COTT
United States Magistrate Judge